

PATENT

Attorney Docket Number 05569.0004.DVUS10 (previously 213839-00013)

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Application of: McCafferty *et al.*

Serial No.: 09/726,219

Filed: November 28, 2000

For: METHODS FOR
PRODUCING MEMBERS
OF SPECIFIC BINDING
PAIRS

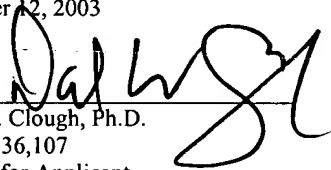
Group Art Unit: 1639

Examiner: Padmashri Ponnaluri

Certificate of Mailing

I hereby certify that this paper is being deposited with the United States Postal Service as first class mail, postage prepaid, in an envelope addressed to: Mail Stop Non-Fee Amendment, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450

November 12, 2003


David W. Clough, Ph.D.
Reg. No. 36,107
Attorney for Applicant

TERMINAL DISCLAIMER

Mail Stop Non-Fee Amendment
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Dear Sir:

Cambridge Antibody Technology Limited of Cambridge and Medical Research Council of London (hereinafter "the owners"), both of Great Britain are the owners of the entire right, title, and interest in U.S. patent application serial no. 09/726,219 (the "Application"). The assignment was recorded at the U.S. Patent & Trademark Office on January 13, 1997, Reel 8301, Frame 70. Owners hereby disclaim the terminal part of the statutory term of any patent granted on the Application, which would extend beyond the expiration date of the full statutory term defined in 35 U.S.C. 154 to 156 and 173 for co-owned U.S. Patent No. 6,172,197 B1, filed on June 7, 1995 and issued on January 9, 2001 (the "prior patent"). The owners hereby agree that any patent granted on the instant application shall be enforceable only for and during such period that it and the prior patent are commonly owned.

This agreement runs with any patent granted on the instant application and is binding

11/20/2003 SSESHE1 00000090 083038 09726219

01 FC:1814 110.00 DA

upon the grantee, its successors or assigns, the owners hereby agree that any patent so granted on the instant application shall be enforceable only for and during such period that it and any patent granted on the second application as commonly owned.

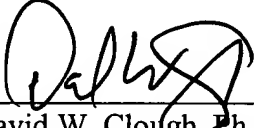
In making the above disclaimer, the owner does not disclaim the terminal part of any patent granted on the Application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. § 154 to 156 and 173 of the prior patent, as presently shortened by any terminal disclaimer, in the event that it later: expires for failure to pay maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 CFR 1.321, has all claims canceled by a reexamination certificate, is reissued, or is in any manner terminated prior to the expiration prior to the expiration of its full statutory term as shortened by any terminal disclaimer.

The undersigned is an attorney of record.

The requisite fee in the amount of \$110 under 37 C.F.R. § 1.20(d) should be charged to Deposit Account No. 30-3038. The Commissioner is hereby authorized to charge any additional fees which may be required in this application or credit any overpayment, to Deposit Account No. 30-3038. Should no proper payment be enclosed herewith, as by a check being in the wrong amount, unsigned, post-dated, otherwise improper or informal or even entirely missing, the Commissioner is authorized to charge the unpaid amount to Deposit Account No. 30-3038.

Respectfully submitted,

HOWREY SIMON ARNOLD & WHITE, LLP

By: 
David W. Clough, Ph.D.
Registration No.: 36,107

Dated: November 12, 2003
321 N. Clark Street, Suite 3400
Chicago, IL 60610
Telephone: (312) 595-1408
Fax: (312) 595-2250